

157

KNOW ALL MEN BY THESE PRESENTS:

That as of this 22nd. day of June, 1960, the undersigned, being officers of the MEADOWBROOK ESTATES, INCORPORATED, which CORPORATION has caused the Subdivision plat of MEADOWBROOK, SECTION "B" to be recorded on the 9th. day of June, 1960, in Plat Book 12, pages 9, 10 and 11 in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, do hereby for the public records make known and declare that all of the land shown on plat of survey, herein called "plat", made by J. K. Timmons, Civil Engineer and Surveyor, dated May 24, 1960, shall be hereafter subject to and be governed by the following restrictive covenants and conditions:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any single lot or two adjoining lots where two adjoining lots are used as a single building site, other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than three cars.
2. No building shall be erected, placed, or altered on any lot until the construction plans and specifications thereof and a plan showing the location thereof shall have been approved by the architectural committee hereinafter established as to quality and types of materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevation. No fence or wall not constituting part of a building shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. The approval aforesaid shall be as provided in paragraph 8.
3. No building shall be erected, placed or altered, on any lot unless it has a minimum floor area, including the walls proper of the house, but exclusive of open porches, pergolas, attached garages or carports, or similar exteriors thereof, as follows:
 - a. Single floor residence, a minimum of 1450 square feet.
 - b. One and one-half story residence, a minimum of 1200 square feet on ground floor.
 - c. Residence of more than one and one-half story, a minimum of 900 square feet on ground floor.
 - d. Split-level residence, a minimum of 1800 square feet.

Second floor area must be connected to the ground floor by a permanent stairway.

4. Only one residence shall be erected or placed on a single lot.
5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat.
6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

MAILED TO Atty
Wm. R. Shelton
Chesterfield
Court House Va
JUL 5 1960
By L. V. ...

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
8. The Architectural Control Committee shall be composed of the President and any two (2) members of the Board of Directors of Meadowbrook Estates, Incorporated. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the Board of Directors of Meadowbrook Estates, Incorporated, shall designate a successor.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction or alteration has been commenced prior to the completion of said construction or alteration, approval will not be required and the related covenants shall be deemed to have been fully complied with.

9. Each and every covenant and condition herein imposed may be enforced by the undersigned or by the owner of any lot by appropriate proceedings at law or in equity against any party violating or attempting or threatening to violate the same to prevent or rectify such violation and/or to recover damages therefor.
10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, and one sign of not more than five square feet by a builder to advertise the property during the construction and sales period.
11. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other household pets may be kept therein if they are not kept, bred, or maintained for any commercial purpose.
12. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. No rubbish, trash, garbage, or other waste shall be kept on any lot except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition in rear yards only.
13. No dwelling or any lot shall be used for residential purposes prior to installation therein of water flushed toilets and all bathroom toilets and sanitary conveniences shall be inside the buildings permitted hereunder. All bathrooms, toilets or sanitary conveniences shall be connected to septic tanks or sanitary sewers, constructed to standard FHA specifications and approved by State and Local Health authorities.
14. Invalidity of any of these covenants or conditions by court adjudication or otherwise shall in no wise modify, affect, or invalidate any of the other covenants and conditions herein contained, which shall remain in full force and effect.
15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots record an agreement, agreeing to change said covenants in whole or in part.

56

16. Meadowbrook Estates, Incorporated, reserves the right to waive, in writing, the violation of any building line required or set out on the recorded plats of the Meadowbrook Subdivision.

MEADOWBROOK ESTATES, INCORPORATED

By W. S. Carnes
President

Ernest P. Gates
Secretary
State of Virginia,
County of Chesterfield, to-wit:

I, Francis B. Brown, a Notary Public in and for the County and State aforesaid, do certify that W. S. Carnes and Ernest P. Gates, whose names as president and secretary, respectively, of Meadowbrook Estates, Incorporated, are signed to the foregoing writing bearing date on the 22nd. day of June, 1960, have each acknowledged the same before me in my jurisdiction aforesaid.

My commission expires: January 24, 1961.

Given under my hand this 27th day of June, 1960.

Francis B. Brown
Notary Public

VIRGINIA:
In the Clerk's Office of the Circuit Court of Chesterfield County, the 30th day of June, 1960, this Deed was presented and with the certificate....., admitted to record at 11:30 o'clock A. M. Recordation Tax \$.....: I. R. Stamps, affixed & cancelled, \$.....
Teste: Francis B. Brown, Clerk

THIS DEED, Made this 27th day of May, 1960 by and between JOHN A. CROWN and LOIS R. CROWN, his wife,

part ies of the first part; and J. M. WILKINSON
part y of the second part.

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, the part ies of the first part do grant and convey with General Warranty unto the part y of the second part _____, the following described property:

MAILED TO
J. M. Wilkinson
Rt. 8, Box 542
Quincy, Va
JUL 5 1960
BY SMURK